

LYNOTT, LYNOTT & PARSONS, P. A.

ATTORNEYS AT LAW

11 NORTH WASHINGTON STREET

SUITE 220

JOSEPH A. LYNOTT  
JOSEPH A. LYNOTT, III  
JAMES L. PARSONS, JR.

ROCKVILLE, MARYLAND 20850-4208

(301) 424-5100 (phone)  
(301) 279-0346 (fax)  
writer's e-mail:  
jlynott@LLPlawfirm.com

June 7, 2011

**VIA HAND DELIVERY**

RCVD JUN7 2011 PM3:58

Scott Ullery, City Manager  
Rockville City Hall  
111 Maryland Avenue  
Rockville, Maryland 20850

Re: Historic Dawson Farmhouse  
Property address: 1080 Copperstone Court, Rockville, Maryland

Dear Mr. Ullery:

This office has been asked to conduct the closing on the sale of above captioned property from Michael S. Owens to James W. Wilcoxon. The property is improved by an historic farmhouse which was restored by Mr. Owens at his expense in the 1980's in accordance with plans approved by Peerless Rockville Historic Preservation, Ltd. ("Peerless").

The subject property is encumbered by certain restrictions contained in the enclosed deed from the City of Rockville to Peerless dated March 11, 1983 recorded in Liber 6049 at Folio 807. The restrictions imposed in this deed include a right of reversionary interests in favor of the City in the event that the historic farmhouse on the property is ever substantially damaged or destroyed. The property is also encumbered by architectural and historic restrictions imposed by Peerless in an easement dated March 15, 1983 recorded in Libor 6049 at Folio 443 copy of the above referenced deed and easement are enclosed for your reference.

The reversionary interests referenced in the deed from the City of Rockville renders the title to subject property largely unmarketable and uninsurable. To eliminate this problem, we respectfully request that the City and Peerless release any reversionary rights in the property, subject to the preservation of the other restrictions in the subject deed as well as those restrictions contained in Peerless's easement. For this purpose, I have drafted the enclosed Release of Reversionary Interest and Modification of Covenants, a copy of which has been

Scott Ullery, City Manager  
City Hall  
June 7, 2011  
Page 2 of 2

delivered to Peerless for its consideration. Peerless has also been asked to evidence its election not to exercise its right of first refusal by execution of the enclosed Consent to Sale.

Thank you for your consideration of the foregoing request and please contact me if you have any questions concerning this matter.

Very truly yours,



Joseph A. Lynott, III

JAL,III/dk

Enc.

Cc: Mary A. van Balgooy, Executive Director, Peerless Rockville  
Michael S. Owens (w/out enc.)  
James Wilcoxon (w/out enc.)  
Debra Y. Daniel, Esquire, City Attorney (w/enc.)

**TAX I.D.: 4-213-02272758**

**TITLE INSURER:**

**UPON RECORDATION, RETURN TO:**

**Joseph A. Lynott, III  
Lynott, Lynott & Parsons, P.A.  
11 N. Washington Street, Suite 220  
Rockville, Maryland 20850**

**RELEASE OF REVERSIONARY INTERESTS  
AND MODIFICATION OF COVENANTS**

**THIS RELEASE OF REVERSIONARY INTERESTS AND MODIFICATION OF COVENANTS** is executed this \_\_\_\_ day of \_\_\_\_\_, 2011, by Peerless Rockville Historic Preservation, Ltd., a Maryland non-profit corporation ("Peerless") and the Mayor and Council of Rockville, a municipal corporation (the "City").

**WITNESSETH:**

**WHEREAS**, by deed dated March 11, 1983, recorded among the land records of Montgomery County in Liber 6049 at Folio 413 and re-recorded in Liber 6049 at Folio 807, the City conveyed certain property to Peerless located at 1080 Copperstone Court, Rockville, Maryland, and further described in such deed by metes and bounds description (the "Property"); and

**WHEREAS**, Exhibit B appended to said deed imposed certain restrictions on the Property including, *inter alia*, (1) the imposition of certain reversionary rights in favor of the City and Peerless in the event the historic farmhouse located on the Property was ever substantially damaged or destroyed following its restoration unless and until waived in writing by the City; and (2) providing that no encumbrances on the Property will encumber the City's reversionary interests; and

**WHEREAS**, by plat of subdivision recorded in Plat Book 120 at Plat 14174, the Property was subsequently constituted as a record lot and it is now known as:

Parcel "F" of the resubdivision of Parcel "A", in Block numbered Twenty-Six (26), Section Seven (7), of the subdivision known as "HUNGERFORD", as per plat thereof recorded in Plat Book 120 at Plat numbered 14174 among the Land Records of Montgomery County, Maryland.

**WHEREAS**, the Property was subsequently conveyed by Peerless to Michael S. Owens and Joelle E. Owens by deed dated March 15, 1983, recorded in Liber 6049 at Folio 429; and

**WHEREAS**, Michael S. Owens and Joelle E. Owens subsequently renovated and restored the historic farmhouse located on the Property in accordance with plans approved by

Peerless as set forth in those restrictions contained in that Deed of Easement and Right of First Refusal dated March 15, 1983 and recorded in Liber 6049 at Folio 443; and

**WHEREAS**, Michael S. Owens is presently the sole owner of the subject Property by virtue of a deed dated February 12, 2002 and recorded in Liber 20599 at Folio 35; and

**WHEREAS**, Peerless and the City wish to modify the restrictions set forth in that deed recorded in Liber 6049 at Folio 413 and re-recorded in Liber 6049 at Folio 807 on the terms hereinafter set forth.

**NOW THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereby modify those restrictions contained in Exhibit B of that deed recorded in Liber 6049 at Folio 413 and re-recorded in Liber 6049 at Folio 807 in the following fashion:

1. Exhibit B, Section 3 ("Destruction of Property After Restoration") of the aforesaid deed is hereby amended and restated in its entirety as follows:

3. Destruction of Property After Restoration. In the event the restored farmhouse on the Property is ever substantially damaged or destroyed, the Owner of the Property and his successors in interest shall rebuild any improvements thereon in accordance with the terms of that Deed of Easement for Exterior and Right of First Refusal dated March 15, 1983, and recorded in Liber 6049 at Folio 443, as amended, with the City having design approval.

2. Exhibit B, Section 4 ("No Encumbrance") of the aforesaid deed is hereby deleted in its entirety.

3. Exhibit B, Section 5 ("Failure to Perform") of the aforesaid Deed is hereby deleted in its entirety.

4. Except as set forth above, all other restrictions and terms contained in the aforesaid deed are hereby ratified and affirmed as originally written.

5. Further Assurances. Each of the foregoing parties agrees to provide such further assurances as may be reasonably required to effectuate the terms set forth above.

WITNESS our hands and seals.

WITNESS/ATTEST:

MAYOR AND COUNCIL OF  
ROCKVILLE

By: \_\_\_\_\_

PEERLESS ROCKVILLE HISTORIC  
PRESERVATION, LTD.

\_\_\_\_\_ By: \_\_\_\_\_

**ACKNOWLEDGMENT**

The undersigned, as the current owner of the subject property, hereby acknowledges and consents to the foregoing terms of this Release of Reversionary Interests and Modification of Covenants.

\_\_\_\_\_  
Michael S. Owens

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit :

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a notary public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, personally well known to me, and acknowledged himself/herself/themselves to be the \_\_\_\_\_ of the Mayor and Council of Rockville, and that he, as such \_\_\_\_\_, and being authorized so to do, executed the foregoing document for the purposes therein contained and acknowledged the foregoing to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit :

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a notary public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, personally well known to me, and acknowledged himself/herself/themselves to be the \_\_\_\_\_ of Peerless Rockville Historic Preservation, Ltd., and that he, as such \_\_\_\_\_, and being authorized so to do, executed

the foregoing document for the purposes therein contained and acknowledged the foregoing to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Joseph A. Lynott, III